

## INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

<b>Stewardship Contract Name :</b> Hemlock Run Stewardship <b>National Forest :</b> Allegheny <b>Bidding Method :</b> Sealed Bid <b>Location to Receive Offers :</b> Allegheny National Forest, Supervisors Office, 4 Farm Colony Drive, Warren, PA 16365 <b>Date :</b> 07/09/2013	<b>Type of Contract :</b> Premeasured <b>Ranger District :</b> Bradford  <b>Time :</b> 02:00 PM
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**1. INTRODUCTION.** This prospectus furnishes prospective offerors with information not contained in the published advertisement and is designed to enable offerors to decide whether or not to further investigate this stewardship project. The prospectus is not a legally binding document, but is offered to provide general information about a Stewardship Contract. The prospectus does not include descriptions, estimates, and other data that are contained in the sample contract, unless otherwise stated. In the event that the prospectus contains an error or contradicts the sample contract, the contract governs. Offerors are urged to examine the contract and make their own estimates. Contract 2400-13T will be used. Inspect the contract area and the sample contract before submitting an offer. Obtain the appraisal, other information on the contract and stewardship work items and conditions of offering at Forest Service offices listed above and in the advertisement.

This is a Stewardship End Results Contract authorized by 16 U.S.C. 2104 Note.

**2. OFFERING.** This is a Sealed Bid Stewardship Contract. Offerors must submit sealed offers on prepared forms they can obtain from Forest Service offices listed above and in the advertisement. The forms include instructions for offering and submission of the required certifications and technical proposals. The term "offer form" in this prospectus is the Bid for Integrated Resource Contract form. Also, the term "offeror" in this prospectus is identified as "offeror" in the Bid for Integrated Resource Contract form. **THE OFFERS WILL NOT BE PUBLICLY OPENED.**

The offeror is required to submit a technical and price proposal and comply with all other provisions stated on the offer form. The proposal should be practical and be prepared simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of the contract. Upon contract award, this technical proposal will become a binding part of the contract. See Section 21, General for instructions for preparation of technical proposals and evaluation factors for award.

**3. LOCATION AND DESCRIPTION OF INTEGRATED RESOURCE TIMBER.** Refer to the sample contract and contract area map attached to the sample contract for legal location of contract area, location of payment units, location of cutting units, the acreage of contract area, the cutting unit acreage and location of stewardship work activities.

THE FOLLOWING GENERAL LOCATION, ROUTES OF ACCESS, ACREAGES, AND OTHER SPECIAL LOCATION DATA DO NOT SUPERSEDE THE CONTRACT AREA MAP OR SAMPLE CONTRACT.

Timber harvest units for the Hemlock Run Stewardship Sale are located approximately five miles West of the Bradford Ranger District Office on FR 266 (Payment Units 01, 02, 03, 04, and 05) and five miles North of Ludlow on FR 259/FR 140 (Payment Units 06 and 07). Service work items are located in multiple locations across the Bradford Ranger District. Refer to the Contract Vicinity Map and Contract Area maps for locations.

Individual Tree, KT-CT .3.5.5# (Payment Units 01, 02, 03, 04, and 05) - All Included Timber is designated as Cut Tree Mark (CTM), as shown on the Contract Area Map. Trees are designated for cutting with paint at DBH and the stump. Color designations are shown in Special Provision KT-CT .3.5.5#.

Overstory Removal, CT .3.3, OR-6 (Payment Units 06 and 07) - All trees within overstory removal units are designated for cutting when they meet the utilization standards and equal or exceed the diameter limit as shown on the Contract Area Map. Trees reserved by KT-CT .3.0.1# (Protected Areas) and KT-CT .3.5.6# (Leave Tree Mark) are not to be cut.

**4. QUANTITIES AND RATES.** The quality, size, cut per acre, and product suitability of the timber are estimates based on detailed cruise information on file and available for inspection at the Forest Service offices listed above and in the advertisement. **VOLUME**

QUANTITIES LISTED HEREIN ARE MADE AVAILABLE WITH THE UNDERSTANDING THAT VALUES SHOWN ARE FOREST SERVICE ESTIMATES AND ARE NOT GUARANTEED. For these reasons, offerors are urged to examine the contract area and make their own estimates.

**Road Construction Costs.** The estimated road construction cost has been included in the appraisal as a cost that the Contractor will incur. The Contractor will be responsible for the road construction cost and WILL NOT receive credit towards stumpage costs for this expense, i.e., THIS CONTRACT DOES NOT INCLUDE STEWARDSHIP CREDIT for the construction of specified roads and Contractors should consider the cost of specified road construction when developing their offers.

THE MINIMUM ACCEPTABLE BID RATE FOR THE MANDATORY TIMBER CUTTING UNITS IS STATED IN THE ATTACHED OFFER FORM. THESE RATES ARE EFFECTIVE AT THE TIME OF ADVERTISEMENT.

### Mandatory Estimated Quantities and Rates per Unit of Measure

				Rates Per Unit of Measure			
Species	Product	Unit of Measure	Estimated Quantities	Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance
<b>Mandatory Timber Cutting Units :</b>							
Black Cherry	Sawtimber	CCF	1,478.00	\$63.94	\$500.01	\$0.00	\$13.04
Eastern Hemlock	Sawtimber	CCF	26.00	\$1.09	\$1.69	\$0.00	\$13.04
Hardwood - Other	Sawtimber	CCF	63.00	\$1.42	\$4.27	\$0.00	\$13.04
Red Maple	Sawtimber	CCF	643.00	\$7.02	\$48.70	\$0.00	\$13.04
Sugar Maple	Sawtimber	CCF	34.00	\$7.11	\$49.44	\$0.00	\$13.04
Yellow Poplar	Sawtimber	CCF	466.00	\$6.16	\$41.87	\$0.00	\$13.04
Softwood - Other	Pulpwood	CCF	7.00	\$1.00	\$1.00	\$0.00	\$13.04
Hardwood - Other	Pulpwood	CCF	2,154.00	\$1.00	\$1.00	\$0.00	\$13.04
<b>TOTAL</b>		<b>CCF</b>	<b>4,871.00</b>			<b>\$0.00</b>	<b>\$63,517.84</b>

### Optional Estimated Quantities and Rates per Unit of Measure

				Rates Per Unit of Measure			
Species	Product	Unit of Measure	Estimated Quantities	Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance

Not Applicable

Estimated Knutson-Vandenberg deposit for contract area improvement work in a total amount of \$149,517.00 is included in total value.

**All of the mandatory stewardship work items, as shown in A.4.3 or AT.4.4 of the sample contract, shall be performed. Optional stewardship work items, as shown in A.4.3 or AT.4.4 of the sample contract, shall be performed when authorized in writing by Contracting Officer.** Such authorization may be for all or a portion of the quantity shown. Optional stewardship work items may be selected and authorized in any order. Upon written request of Contractor, additional stewardship work items shall be considered and authorized; however, Contracting Officer shall not be obligated to authorize additional stewardship work items if three or more authorized optional stewardship work items or any of the mandatory stewardship work items remain uncompleted. Contracting Officer shall not be obligated to authorize additional stewardship work items at any time if Contracting Officer determines that there is insufficient value of remaining designated timber to cover the value of additional stewardship work items.

Stewardship Schedule of Work Items			
Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
<b>Mandatory Stewardship Work Items</b>			
001	Site Preparation	Acres	231.00
002	FR 159 Culvert Replacement	Each	1.00
003	Prune/Release	Each	1.00
004	Conifer Release	Each	1.00
005	WL Opening Release (Manual)	Acres	1.00
006	Gate Installation	Each	4.00
007	Tree Plant/Fence	Each	1.00
008	WL Opening Restoration	Acres	22.00
009	Vernal Pool Construction	Each	10.00
010	NNIPS	Acres	161.00
011	WL Opening Release (Mech)	Acres	6.50
012	Bean Field Road Reconstruction	Miles	1.90

**5. PERIOD OF CONTRACT.** The normal operating season covers the period between 05/15 and 03/01.

Contract termination date is 09/30/2017. Extensions of this contract may be granted only when the contractor has met specified conditions.

Upon acceptance by the Forest Service, the technical proposal is a binding part of the contract and shall include, but is not limited to, plan periods for and methods of work activities. The Contractor must also submit an annual schedule of operations before commencing operations. This schedule will include the anticipated major activities and needs for harvest. This annual schedule of operations does not require concurrence of the Forest Service.

**6. PAYMENT.** Payment for timber and any required deposits for slash disposal or road maintenance are required in advance of cutting. Contractor may earn stewardship credits or provide an acceptable payment guarantee prior to cutting. "Stewardship Credits" are credits that are earned and established when work described in K(T)-G(T).9# of the sample contract has been performed and accepted. Stewardship Credits shall be earned at the offer rate as shown in the awarded contract. Earned Stewardship Credits may be used to pay for Included Timber value in excess of Base Rates and Required Deposits. Base Rates and Required Deposits must be paid in cash.

**7. PERFORMANCE BOND.** A performance bond is required. The penal sum of the bond will be 10 percent of the total offer value for included timber, rounded up to the nearest \$100 when the total offer value is \$10,000 or less; and rounded up to the nearest \$1000 when the total offer value exceeds \$10,000; or \$79400, whichever is greater.

**8. SPECIFIED ROADS.** The Forest Service has determined that the following National Forest System roads shall be constructed or paid for, in whole or in part, by the Contractor. Sufficient information to permit a prospective offeror to calculate the likely cost to be incurred for road construction is available at the Forest Supervisor's Office. See the sample contract for verification of specific details and information concerning construction specifications. CONSTRUCTION ESTIMATES AND INFORMATION CONTAINED HEREIN, TOGETHER WITH RELATED SPECIFICATIONS, ARE NOT GUARANTEED. The following roads are those that Forest Service considers necessary to remove the timber from this contract.

Road Number	Road Name	Traffic Service Level	Approximate Miles/Kilometers	Estimated Road Construction Cost	Type of Work *
266	MORRISON RUN	C	2 / 3.22	\$29,793.00	R

\* C = Construction  
R = Reconstruction

The required specified road completion date for all roads is 09/30/2014. If provision K(T)-F(T).1.3# - Road Completion Date has different dates for projects, this is the final road completion date.

Total estimated road construction cost allowed in appraisal is \$37,293.00

The estimated road construction cost includes the cost of road reconstruction engineering services, pursuant to Public Law 88-657, 78 Stat. 1089, 16 U.S.C. 532-537. Refer to provision K(T)-F(T).2.1.3# - Deposit for Reconstruction Engineering Services in the sample contract for additional information.

Contractor shall make a cash deposit in the amount \$7,500.00 for engineering services completed by Forest Service in preparation of this contract. The Forest Service shall complete reconstruction related engineering services on the following schedule:

Road or Facility Number	Termini From -To(MP or Sta.)	Engineering Services Completion Date
266	0 — 2	04/16/2013

**9. ROAD MAINTENANCE.** Contractor shall perform or pay for road maintenance work, commensurate with Contractor's use, on roads controlled by Forest Service, and used by Contractor in connection with this contract. Road maintenance requirements are based on the predicted haul route. Any change in the Contractor's actual haul route may necessitate a change in the roads to be maintained and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in provision K(T)-F(T).3.2# in the sample contract. Maintenance specifications are in the sample contract.

**10. INAPPLICABLE STANDARD PROVISIONS.** See sample contract.

**11. SPECIAL PROVISIONS.** See sample contract.

**12. SET-ASIDE CONTRACTS.** Not Applicable.

**13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS.** Not Applicable.

**14. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW.** If the total contract value for this contract exceeds \$10 million, before award, the Forest Service shall request an equal employment opportunity compliance review of the Contractor to determine compliance with the provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and Executive Order No. 12086 of October 5, 1978.

**15. AWARD.** The Contracting Officer is required to make a determination of Contractor responsibility as stated in Title 36, Section 223.101, of the Code of Federal Regulations.

To determine a Contractor to be responsible, a Contracting Officer must find that:

- a. The Contractor has adequate financial resources to perform the contract or the ability to obtain them;
- b. The Contractor is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;
- c. The Contractor has a satisfactory performance record on similar type contracts. A prospective Contractor that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer determines that the circumstances were beyond the Contractor's control and were not created through improper actions by the Contractor or affiliate, or that the Contractor has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a Contractor is not

responsible. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;

d. The Contractor has a satisfactory record of integrity and business ethics;

e. The Contractor has or is able to obtain equipment and supplies suitable for completing the requirements of the contract;

f. The Contractor is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Offerors, by signing the offer form, certify that, to the best of offeror's knowledge, the offeror will meet the requirements in 36 CFR 223.101, determination of Contractor responsibility, and if awarded this contract, that offeror will complete the contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber or forest products and complete stewardship projects by the termination date.

**16. FALSE STATEMENTS ACT.** Offerors, by signing the offer form, certify that they are aware that offeror is subject to the penalties prescribed in 18 U.S.C. 1001, Chapter 47, Fraud and False Statements (P.L. 104-45). The Act states "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both."

**17. DAMAGES.** This contract shall be terminated for breach if: 1) Contractor fails to execute this stewardship contract or furnish a satisfactory performance bond by the date required in the award letter, if required; or 2) offeror is found to have violated the False Statements Act in making any statement or certification on the offer form including not meeting responsibility requirements, and offeror has made a false statement.

**18. SUSPENSION AND DEBARMENT CERTIFICATION.** Non-procurement debarments and suspensions are governed by the Government-wide common rules (7 CFR 3017). These rules require each contractor, to submit a certification for itself, its principals, and its affiliates when submitting an offer on stewardship contracts. The offeror must designate its status regarding debarment, suspension, and other matters as specified on the offer form. The offeror, by signing the offer, certifies this status. An explanation for not submitting a certification may be submitted. The Contracting Officer will determine whether the explanation provides sufficient reason for permitting participation in the competition. Also, as a Contractor enters into transactions with subcontractors, these subcontractors must certify their eligibility. The certification titled "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" must be provided to subcontractors, but completed certifications are not required to be submitted with the offer. Contractor must keep these subcontractor certification forms on file for review by the Forest Service, if requested. The certification forms and instructions for subcontractors transactions are provided as an addendum to the offer form.

**19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS.** Conduct of operations on this contract is subject to compliance with all OSHA requirements related to the various work activities. Inspection by OSHA may include inspection for compliance with the logging operations regulations at 29 CFR 1910.266. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist Contractors to ensure compliance with the logging operations regulations during conduct of this contract from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA, 1128 State ST, STE 200 Erie, PA 16501, (814) 461-1492.

## **20. GENERAL.**

U. S. Department of Agriculture Quarantines: Quarantines of forest products against the spread of emerald ash borer (EAB) (entire states of Pennsylvania, Ohio, Michigan, and West Virginia, and western New York - Allegheny, Cattaraugus, Chautauqua, Chemung, Erie, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Steuben, Yates, Wayne, and Wyoming Counties), pine shoot beetle (entire state) and gypsy moth (entire state) are now in effect in Pennsylvania. Timber from this sale comes from within the quarantined area for emerald ash borer, gypsy moth and pine shoot beetle. The buyer is responsible for understanding and complying with all applicable quarantines, including those in affect in other states. Please contact the regional office of U.S. Department of Agriculture, P.O. Box 1554, Williamsport, PA 17701, telephone 570-322-5784 or see their website: [http://www.aphis.usda.gov/plant\\_health/plant\\_pest\\_info/emerald\\_ash\\_b/downloads/multistateeab.pdf](http://www.aphis.usda.gov/plant_health/plant_pest_info/emerald_ash_b/downloads/multistateeab.pdf) for further information on regulations, inspections, and certification to move regulated articles out of quarantined areas.

Equipment Cleaning: This sale contains standard provision GT .3.5 - Equipment Cleaning. Off road equipment used on this sale (such as

skidders, forwarders, and construction equipment) shall be free of noxious weeds of concern, and free of soil, seeds, vegetative matter, or other debris that could contain or hold such seeds, prior to moving onto the Sale Area, and for subsequent moves to other payment units on sale. An appraisal adjustment has been made for the cleaning of such equipment. The Sale Area Map depicts units infested with specific noxious weed species of concern. Maps of known locations are available for inspection at the Forest Supervisor's office in Warren, PA. A list of noxious weeds of concern to the Forest Service is available for inspection at the same location.

**Road Bonding:** State and Township roads are subject to weight limit restrictions and may require bonding. Bonding of Township or State roads is the responsibility of Purchaser.

**Protect Improvement -** There are oil and gas wells, roads, and pipelines across the Contract Area (GT .2.2.1). Mobilization and use of a skidder bridge for the pipeline in Payment Unit 06 has been considered in the advertised minimum rates.

**Protect Improvement -** All Forest Service System roads and trails (GT .2.2).

**Showing:** Three formal showings are planned to view the mandatory service work specified in the Hemlock Run Stewardship Sale. The first showing will take place on Saturday, May 18th. Prospective offerors will meet at 9:00 a.m. at the Lions Den in Sheffield, PA (across the street from the Uni-Mart). The second showing will take place on Thursday, May 23. Prospective offerors will meet at 9:00 a.m. at the Bradford Ranger District Office. The first and second showing will include information about Project # 001 and Projects # 003 through # 011. The third showing will take place on Thursday, June 6th and will include information about Project # 002 and Project # 012. Prospective offerors will meet at 8:00 a.m. on site at Project # 002. Meet at the north entrance of the railroad grade near the intersection of National Forge Road and Althom Road (Dunns Eddy Road). If prospective offerors have any questions regarding the sale or need specific directions to the formal showing meeting locations, they should contact the Bradford Ranger District at 814-363-6000. Office hours are 8:00 am - 4:30 pm, Monday - Friday, except holidays.

**Temporary Developments:** It is estimated that the Purchaser will have to construct 1 landing, reconstruct 6 landings, install and maintain logging and traffic control signs, and plow snow on Forest Roads. All temporary development costs have been considered in the advertised minimum rates.

**Stewardship Projects (KT-GT .9#):** All of the service work included in the Hemlock Run Stewardship Sale is mandatory and is located at various sites across the Bradford Ranger District. Refer to Contract Area Map for project locations and Service Specifications for detailed project information. NOTE: The overall completion date shown in the Service Specifications for Projects # 001 through # 011 is 09/30/2017; however the purchaser must coordinate the completion of individual service items in these projects. For example, the vernal pool construction specified in Project # 009 must be completed prior to the wildlife opening restoration work specified in Project # 008. The purchaser must also consider seasonal restrictions, if any, when developing the Contract Operating Plan. Refer to the Service Specifications for more detailed information regarding the timing of work.

**Stewardship Projects (KT-GT .9#):** Mandatory service work includes:

**Project # 001 (Site Preparation):** Includes 231 acres of manual site preparation (felling work) and any resulting required slash disposal work to be completed concurrent with timber harvesting operations or up to 6 months prior to harvesting operations being complete.

**Project # 002 (FR 159 Culvert Replacement):** Includes the replacement of one undersized culvert, the reconstruction of .1 miles of FR 159, and 46 feet of stream realignment of East Fork. Project completion date is 09/30/2015.

**Project # 003 (Prune/Release):** Includes fruit tree pruning, fruit tree release, dogwood shrub pruning, removal of tree guards, removal of individual fences and crib fences, release of trees within crib fences, and fence construction.

**Project # 004 (Conifer Release):** Includes the release of conifer trees and the creation of brush piles from felled material.

**Project # 005 (WL Opening Release (Manual)):** Includes 1 acre of manual removal of invading woody vegetation in an existing wildlife opening.

**Project # 006 (Gate Installation):** Includes the fabrication and installation of 4 road gates at various sites.

**Project # 007 (Tree Plant/Fence):** Includes shovel apple tree planting, auger conifer tree planting, construction of individual fences, and the installation of tree mats and guards.

**Project # 008 (WL Opening Restoration):** Includes 22 acres of plowing, disking, seeding, liming, and mulching within existing wildlife openings.

**Project # 009 (Vernal Pool Construction):** Includes the construction of 10 vernal pools within existing wildlife openings and along a non-forest system access road.

**Project # 010 (NNIPS):** Includes the treatment of 161 acres of non-native invasive plants (NNIPS). The primary method of treatment will be herbicide application. In areas where treatment will occur less than 10 feet from standing water, manual treatment shall be used.

**Project # 011 (WL Opening Release (Mech)):** Includes 6.5 acres of mechanical removal of invading woody vegetation and invasive plants within and along the edges of existing wildlife openings.

**Project # 012 (Bean Field Road Reconstruction):** Includes 1.9 miles of road reconditioning to improve water quality and stabilize soil conditions. Forest Service is in the process of obtaining necessary DEP permits and has developed project specific Erosion and Sedimentation

Plan. Project completion date is 09/30/2015.

Stewardship Projects (KT-GT .9#): For accurate posting of partial stewardship credits (credits earned prior to project completion), the Forest Service may request the purchaser to voluntarily provide bid rates by project service item, however; this is not a requirement and will not be used to evaluate bids.

The Contracting Officer may waive the Performance Bond if the contractor has sufficiently proven prior experience.

Seed, Lime, Fertilize, and Mulch Requirements: The estimated total area to be treated is approximately 4 acre(s).

Operating Requirements (KT-GT .3.1.4#): Within Payment Unit 07, cutting and skidding is only permitted from 10/01/2013 through 03/01/2014 (Silviculture).

Skidding and Yarding Requirement (KT-GT .4.2#): Within Payment Units 06 and 07, skidding equipment must stay on approved skid trail locations. Trees will be directionally felled to the lead and products yarded to approved skid trails by cable. Existing skid trails must be utilized when possible (Regeneration).

Cutting Schedule (KT-GT .3.1.3#): Operations in Payment Units 06 and 07 shall not begin prior to 10/01/2013. Payment Unit 07 shall be cut by 03/01/2014. Payment Unit 06 shall be cut by 03/01/2015. Payment Units 01 and 02 shall be cut by 03/01/2016. The harvest schedule of the remaining Payment Units shall be determined upon approval of the Sale Operating Plan.

Use of Roads (KT-FT .1.2#): Timber hauling is not permitted on weekends and legal holidays on FR 259 from its intersection with FR 140 South to its intersection with State Route 6 during the established Allegheny National Forest Snowmobile Season. Hauling is prohibited on FR 259 from its intersection with FR 140 North to its intersection with FR 160. Hauling is prohibited the entire length of FR 160.

NOTICE - Prospective offerors are not permitted to cut ANY timber within a Payment Unit or Sale Area of an advertised timber sale, whether designated or non-designated, standing, or downed. Felling or cutting of trees, other than Included Timber under contract, is a violation of Title 36 of the Code of Federal Regulations Sections 261.6(a) and 261.9(b) and punishable by fines of up to \$5,000.00 and/or six months imprisonment per offense charged.

Information regarding this offering can be found on the Allegheny National Forest website under Timber Sale Contracting Information at: [www.fs.fed.us/r9/forests/allegheny](http://www.fs.fed.us/r9/forests/allegheny). Select "Working Together", then select "Contracting".

Sale Value: Total sale value based on advertised rates is \$793,995.21

Due to recent changes in the Forest Service financial system, the successful offerors shall register at [www.sam.gov](http://www.sam.gov). Please disregard the following sentence, it is no longer applicable.

The successful offeror shall register in the Central Contractor Registration (CCR) at [www.ccr.gov](http://www.ccr.gov).

## INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS

(a) General Instructions. Proposals submitted shall be furnished in the following format with the numbers of copies as specified below.

(1) - The proposal must include a technical proposal and price proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost.

(2) - Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this Request for Proposal (RFP), must be clearly identified.

OR

(2) Offerors must submit a proposal that meets all requirements specified in the sample contract. No alternate proposals will be accepted.

(3) - The Government will evaluate proposals in accordance with the evaluation criteria set forth below.

(4) - Offerors shall submit their proposal(s) in the following format and the quantities specified:

(i.) One copy of the completed, signed offer form FS-2400-14BV or FS-2400-14BVU provided by the Forest Service for this contract.

(ii.) Three copies of the technical proposal.

(iii.) One copy of the business/cost proposal.

(b) Technical Proposal Instructions. Technical proposals will be evaluated to determine the ability of the Contractor to meet the requirements of the Government. As a minimum, the proposal must clearly provide the following: See the attached Technical Proposal Form for the Evaluation Factors and Subfactors.

## EVALUATION, NEGOTIATION AND AWARD PROCESS

Proposals will be evaluated and rated to determine which offerors are within a competitive range, price and other factors considered. Award may be made without further negotiations. Proposals should be submitted initially on the most favorable terms that the offeror can submit to the Government, from both price and technical standpoints. However the Government may, after evaluation of proposals, conduct further oral or written discussions as appropriate, with all offerors whose proposals are within a competitive range. Proposals that do not address one or more criteria or subfactors, may not be considered further for award.

Firms lacking a past performance record (e.g., new firms or those with no relevant experience within their organization) will be treated as an unknown performance risk, receiving a neutral score in this criteria. A neutral score will be established as the average of all other competing offerors, or the average of the total score available, whichever is less.

## EVALUATION CRITERIA

The evaluation factors for this contract and their relative importance are listed below in descending order of priority. All subfactors within a factor are equal in weight.

<u>Factor</u>	<u>Approximate Weight</u>
A. Price	50%
B. Technical Approach	20%
1. Plan of Operations	
2. Quality Control	
3. Contract Manager and On-the-Ground Supervisor(s)	
4. Equipment	
5. Production Capability	
C. Capability and Past Performance	20%
1. Key Personnel	
2. Subcontractors	
3. Past Contacts	
D. Utilization of Local Workforce	10%
E. Other	0%

**Award Statement.** One award will be made to the offeror (a) whose proposal is technically acceptable and (b) whose technical/price relationship is the most advantageous to the Government. All technical evaluation factors (B-D), when combined, are approximately equal to price (A). The critical factor in making any technical/price trade-off is not the spread between the technical ratings, but rather the significance of that difference. The significance of the spread in ratings will be determined on the basis of what that difference might mean in terms of performance and what it would cost the Government to take advantage of it. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for fulfilling the requirements of this contract. The Government reserves the right to make cost/technical trade-offs that are in the best interest and to the advantage of the Government.

Price proposals will not be scored.



**POSTAWARD DEBRIEFING OF OFFERORS**

- (a) (1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in shall be debriefed and furnished the basis for the selection decision and contract award.
- (2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request.
- (3) An offeror that was notified of exclusion from the competition, but failed to submit a timely request, is not entitled to a debriefing.
- (4) (i) Untimely debriefing requests may be accommodated.
- (ii) Government accommodation of a request for delayed debriefing, or any untimely debriefing request, does not automatically extend the deadlines for filing protests. Debriefings delayed could affect the timeliness of any protest filed subsequent to the debriefing.
- (b) Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the Contracting Officer.
- (c) The Contracting Officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.
- (d) At a minimum, the debriefing information shall include-
  - (1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;
  - (2) The overall evaluated cost or price (including unit prices) and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;
  - (3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;
  - (4) A summary of the rationale for award;
  - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and
  - (6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.
- (e) The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by Federal Acquisitions Regulations 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including-
  - (1) Trade secrets;
  - (2) Privileged or confidential manufacturing processes and techniques;
  - (3) Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and
  - (4) The names of individuals providing reference information about an offeror's past performance.
- (f) An official summary of the debriefing shall be included in the contract file.